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2-14-02
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**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

VICTOR R. COTTON,

Plaintiff

: Civil Action No. 1:CV-00-1709

v.

: ✓ Judge Kane

THREE RIVERS HEALTH PLANS, INC.,
a Corporation, and WARREN
CARMICHAEL,

Defendants

FILED
HARRISBURG
FEB 13 2002
MARY E. D'ANDREA, CLERK
Per. DEPUTY CLERK

PLAINTIFFS' PRETRIAL CONFERENCE MEMORANDUM

Date Conference was held by counsel: January 2, 2002

A. Brief Statement of Federal Court Jurisdiction

Plaintiff, Victor R. Cotton, began this action by filing a Complaint in the Court of Common Pleas of Dauphin County, Pennsylvania, on September 12, 2000. By notice of September 25, 2000, Defendants removed the case to this Court because of the federal question asserted in Counts 4 and 5 of the Complaint.

B. Summary of Statement of Facts and Contentions as to Liability

Three Rivers Health Plans, Inc. ("TRHP"), is a Pennsylvania-licensed health maintenance organization. Dr. Cotton was hired by Defendant in September of 1997. Dr. Cotton was promoted to Senior Medical Director in January of 1998. In September of 1998, Dr. Cotton and Defendant agreed to a long-term relationship of a term of three (3) years. Furthermore, Mr. Carmichael acknowledged the terms of Dr. Cotton's employment. After multiple changes to the draft of the document to be signed, the long-term employment contract was reduced to an agreement whereby Plaintiff gave up approximately thirty three percent of his then current

income in return for Defendant's promises of a greater return to accrue over the next three (3) years in the form of ownership of TRHP. The final documents memorializing the agreement were signed on May 4, 1999.

Through the course of his work, Dr. Cotton became aware that Defendant was violating patient care by allowing a drug impaired pharmacist (Guffy) to make life sustaining patient decisions; allowing Carmichael (an accountant) to make patient care decisions and intentionally understaff necessary for the proper delivery of health care; and improperly disenrolling organ transplant recipient candidates. Defendant was aware of Dr. Cotton's objections to these activities and the possibility that Plaintiff would take the information to the authorities.

Plaintiff was terminated on May 26 1999.

C. Comprehensive Statement of Undisputed Facts

Plaintiff was hired in September of 1997 and terminated on May 26, 1999.

D. Brief Description of Damages

Plaintiff is entitled to back wages and yearly bonuses since May 26, 1999, the 3% stock option and punitive damages.

E. Witnesses

See Plaintiff's Witness List which is attached as Exhibit "A." Furthermore, any witnesses identified in discovery or listed by Defendant.

F. Expert Witnesses

None.

G. Special Comments about Pleadings and Discovery.

In accordance with this Court's Memorandum and Order allowing Plaintiff's claim for punitive damages, based on Plaintiff's wrongful termination cause of action, to remain in this

case, Plaintiff is renewing its request for financial information from Three Rivers showing its net worth. Plaintiff requested Three Rivers' profit and loss reports, tax returns and year-end financial statements in its Request for Production of Documents #3, 4 and 5. Three Rivers objected on the basis that the information was not relevant. In light of this Court's ruling allowing Plaintiff's claim for punitive damages, the information Plaintiff is seeking is now very relevant and must be produced. Plaintiff would like to avoid filing a Motion to Compel at this state of the litigation and requests that this Court order production of the requested information,

Furthermore, the following items were originally requested in Plaintiff's Request for Production of Documents. Defendant objected on the basis of "relevancy". Follow up letters were sent on 8/7/01 and 10/17/01 requesting these items again. Plaintiff has not received a response to these letters.

1. Personnel file for Danette Mandella (not yet supplied by Defendant);
2. Personnel file for Pat Casey (not yet supplied by Defendant);
3. Personnel file for Peggy Wetzel (not yet supplied by Defendant);
4. Personnel file for Jill Guffey (not yet supplied by Defendant);
5. All Three Rivers' files which relate to Dr. Cotton (in the depositions, various employees discussed files regarding Dr. Cotton) (not yet supplied by Defendant);
6. Hospital contracts and all communication with regard to these contracts, renegotiations and issues or problems arising out of the relationship between these hospitals and Three Rivers (not yet supplied by Defendant);
7. Provider contracts (not yet supplied by Defendant);
8. Files with regard to the investigation conducted by Mr. Hogenmiller (not yet supplied by Defendant);
9. DPW records (in the Case management Order, Three Rivers agree to produce these documents) (not yet supplied by Defendant);

10. All documents criticizing Dr. Cotton and his performance as a Medical Director for Three Rivers (not yet supplied by Defendant);
11. All job descriptions for Dr. Cotton's role as Medical Director, whether such description was produced internally by Three Rivers or by an outside entity (e.g. DPW). (not yet supplied by Defendant).

H. Summary of legal issues and legal authorities

WRONGFUL DISCHARGE – Whether Defendant wrongfully terminated Plaintiff?

In general, Pennsylvania does not recognize a common-law cause of action for the termination of an at-will employee. Paul v. Lankenau Hosp., 569 A.2d 346 (Pa. 1990). An at-will employee may be fired for good reason, bad reason, or no reason at all. Krajsa v. Key punch, Inc., 622 A.2d 355 (Pa. Super. 1993). Exceptions to this rule have been recognized in only the most limited of circumstances, where discharge of at-will employees would threaten clear mandates of public policy. Clay v. Advanced Computer Applications, Inc., 559 A.2d 917 (Pa. 1989).

In order to state a cause of action for wrongful discharge based upon the public policy exception to the at-will employment doctrine, the employee must identify “a clear public policy articulated in the constitution, legislation, an administrative regulation, or a judicial decision.” Hunger v. Grant Cent. Sanitation, 670 A.2d 173, 175 (Pa. Super. 1996). A cause of action for wrongful termination of an at-will employment relationship can be sustained only “in the most limited of circumstances where the termination implicates a clear mandate of public policy.” McLaughlin v. Gastrointestinal Specialists, Inc., 750 A.2d 283, 287 (Pa. 2000).

The public policy at issue should be the type which “strikes at the heart of the citizen’s social rights, duties and responsibilities.” McGonagle v. Union Fidelity Corp., 556 A.2d 878 (Pa. Super. 1989), *allocatur denied*, 575 A.2d 115 (Pa. 1990).

The public policy exception is generally broken down into three categories: an employer cannot (1) require an employee to commit a crime; (2) prevent an employee from complying with a statutorily imposed duty; or (3) discharge an employee when a statute specifically prohibits it from doing so. Spierling v. First American Home Health Servs., Inc., 737 A.2d 1250 (Pa. Super. 1999).

An employer cannot terminate an “at-will” employee where “[the employer] is specifically prohibited from doing so by statute.” Hennessy v. Santiago, 708 A.2d 1269, 1273 (Pa. Super. 1998).

Pennsylvania’s “medical gag clause prohibition”, 40 P.S. 991.2113(c), states that:

“No managed care plan shall terminate the employment of or contract with a healthcare provider for any of the following reasons: (1) advocating for medically necessary and appropriate health care consistent with the degree of learning and skill ordinarily possessed by a reputable health care provider practicing according to the applicable legal standard of care, reasonably...(3) protesting a decision, policy or practice that the health care provider, consistent with the degree of learning and skill ordinarily possessed by a reputable health care provider practicing according to the applicable legal standard of care, reasonably believes interferes with the health care provider’s ability to provide medically necessary and appropriate care.”

40 P.S. 991.2111 defines a “health care provider” as a “person who is **licensed**, certified or otherwise regulated to provide health care services under the laws of this Commonwealth, including a **physician**....”

PUNITIVE DAMAGES

If the jury determines that Plaintiff has sustained actual damage as a result of the Defendant’s wrongful conduct, then additional damages for the purpose of punishing, and making an example of the Defendant may be awarded. This award, known to the law as punitive or exemplary damages, is justified if Defendant is found to have acted with

malice (or other wrongful mental state). Kennard v. Louis Zimmer Communications, Inc., 632 F. Supp. 635 (E.D. Pa. 1986).

I. Stipulations desired

None at this time.

J. Estimated number of trial days

Two (2) to Three (3) days.

K. Other Matters

See Section "G" above regarding outstanding discovery.

L. Exhibits

See Plaintiff's Exhibit List attached hereto as Exhibit "B."

M. Special Verdict Questions

None at this time.

N. Notification of person with settlement authority by Defendant

N/A.

O. Certification of meeting

The parties satisfied the requirements.

P. Requests for Findings of Fact and Conclusions of Law -Trial Without Jury

N/A.

Respectfully submitted,

HAGGERTY LAW FIRM

By: 

William E. Haggerty, Esquire
Counsel for Plaintiff
Attorney I.D. No. 23845
240 North Duke Street
Lancaster, PA 17602
(717) 397-3200

CERTIFICATE OF SERVICE

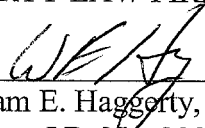
I hereby certify that I am this day serving a true and correct copy of the foregoing document upon the person(s) and in the manner indicated below, which service satisfies the requirements of the Federal Rules of Civil Procedure.

SERVICE BY FIRST CLASS MAIL ADDRESSED AS FOLLOWS:

David R. Fine, Esquire
Kirkpatrick & Lockhart
240 North Third Street
Harrisburg, PA 17101-1507

DATED: February 12, 2002

HAGGERTY LAW FIRM

By: 
William E. Haggerty, Esquire
Attorney I.D. No. 23845
Attorney for Plaintiff
P.O. Box 1527
Lancaster, PA 17608-1527
(717) 397-3200

IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

Judge: Yvette Kane

Case: Victor R. Cotton v. Three Rivers Health Plans, Inc.
No 1:CV-00-1709PLAINTIFF'S EXHIBIT LIST

No. ¹	Description of Item	Identified	Evidence	Ruling	Witness
P1	Plaintiff's Complaint				
P2	Deposition transcript and videotape of Victor Cotton				
P3	Deposition transcript and videotape of William Lawson				
P4	Deposition transcript and videotape of Thomas Carmichael				
P5	Deposition transcript and videotape of Scott Markovich				
P6	Deposition transcript and videotape of Lewis Perry				
P7	Deposition transcript and videotape of Charles Artz				
P8	Deposition transcript and videotape of David Thomas				
P9	Deposition transcript and videotape of Beverly Ludlum				
P10	Three Rivers Health Plans, Inc. Job Description				

¹ Plaintiff reserves the right to use any exhibit included on Defendant's exhibit list and to supplement this exhibit list after the Court resolves the pending motion for summary judgment.

EXHIBIT

"A"

P11	Three Rivers Health Plans, Inc.'s Acknowledgement and Disclosure dated April 29, 1999				
P12	Three Rivers Health Plans, Inc. Pay Rate Review and History Form				
P13	Documents produced by Defendant in response to Plaintiff's Request for Production of Documents: (See Attached Index)				
P14	Memorandum dated 9/14/98 from Bill Lawson to Victor Cotton				
P15	Memorandum dated 9/29/98 from Bill Lawson to Victor Cotton				
P16	Memorandum dated 12/1/98 from Warren Carmichael to Victor Cotton				
P17	Stock Option Agreement dated February 1, 1999 and effective on May 4, 1999				
P18	Memorandum dated 8/26/98 from Warren Carmichael to Danette Mandella				

P19	Team Member Bonus Plan Evaluations				
P20	Quarterly Bonus Plan Team Member Evaluations				
P21	Dr. Cotton's Affidavit dated 10/29/01				
P22	Memorandum dated 1/20/98 from Warren Carmichael to Beverly Ludlum which is attached to Defendant's Statement of Undisputed Facts as Exhibit "r"				
P23	Memorandum dated 5/18/99 from Beverly Ludlum to Warren Carmichael which is attached to Defendant's Statement of Undisputed Facts as Exhibit "j"				
P24	Memorandum dated 5/6/99 from Warren Carmichael to File re: Pat Casey Meeting				
P25	Memorandum dated 2/19/99 which is attached to Defendant's Statement of Undisputed Facts as Exhibit "k"				

P26	Investigative Memorandum dated 7/30/98 from Jerry Hogenmiller re: meeting with Donna Lengel				
P27	Investigative Memorandum dated 7/30/98 from Jerry Hogenmiller re: meeting with Terry Quinn				
P28	Investigative Memorandum dated 7/30/98 from Jerry Hogenmiller re: meeting Deb Ceruti				
P29	Investigative Memorandum dated 7/31/98 from Jerry Hogenmiller re: meeting with Kelly Lennon				
P30	Medical Cost Containment Incentive Plan for Victor Cotton for period 3/1/98 – 9/30/99				
P31	UM Organization Chart				
P32	UM Operating Plan dated 5/11/99				
P33	Certificates, Recognitions, Awards, Achievements and goodbye notes				

P34	Personnel file for Danette Mandella (not yet supplied by Defendant) ²				
P35	Personnel file for Pat Casey (not yet supplied by Defendant) ²				
P36	Personnel file for Peggy Wetzel (not yet supplied by Defendant) ²				
P37	Personnel file for Jill Guffey (not yet supplied by Defendant) ²				
P38	All Three Rivers' files which relate to Dr. Cotton (in the depositions, various employees discussed files regarding Dr. Cotton) (not yet supplied by Defendant) ²				
P39	Hospital contracts and all communication with regard to these contracts, renegotiations and issues or problems arising out of the relationship between these hospitals and Three Rivers (not yet supplied by Defendant) ²				

² These items were originally requested in Plaintiff's Request for Production of Documents. Defendant objected on the basis of "relevancy". Follow up letters were sent on 8/7/01 and 10/17/01 requesting these items again. Plaintiff has not received a response to these letters.

P40	Provider contracts (not yet supplied by Defendant) ²				
P41	Files with regard to the investigation conducted by Mr. Hogenmiller (not yet supplied by Defendant) ²				
P42	DPW records (in the Case management Order, Three Rivers agree to produce these documents) (not yet supplied by Defendant) ²				
P43	All documents criticizing Dr. Cotton and his performance as a Medical Director for Three Rivers (not yet supplied by Defendant) ²				
P44	All job descriptions for Dr. Cotton's role as Medical Director, whether such description was produced internally by Three Rivers or by an outside entity (e.g. DPW). (not yet supplied by Defendant) ²				
P45	Timeline of significant events during Plaintiff's employment				
P46	State filings				
P47	DPW regulations				

INDEX

**EXHIBIT P13 - DOCUMENTS PRODUCED BY DEFENDANT IN RESPONSE TO
PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS**

- | | | |
|------|---------|---|
| (1) | 1 | Letter from Beverly Ludlum to Dr. John Talbot dated January 4, 1999 |
| (2) | 2 | Memo from Cotton re: Jill Guffey dated December 10, 1998 |
| (3) | 3-4 | Memo from Cotton re: Jill Guffey dated November 24, 1998 |
| (4) | 5-21 | Stock Option Agreement |
| (5) | 22-23 | TRHP UM Operating Plan of May 11, 1999 |
| (6) | 24 | UM Organization Chart |
| (7) | 25-30 | Memo from Lawson to Cotton dated September 29, 1998 |
| (8) | 31-44 | Stock Option Agreement |
| (9) | 45-73 | Stock Option Agreement |
| (10) | 74-78 | Memos and email from Lawson to "Warren" dated March 18, 1999; from Carmichael to Cotton dated April 15, 1999; and from Carmichael and Cotton to Lawson dated April 20, 1999 |
| (11) | 79-80 | Fax with signature page to Stock Option Agreement |
| (12) | 82 | Memo from Carmichael to Cotton and signed on December 10, 1998 |
| (13) | 81 | Memo from Carmichael to Cotton dated December 1, 1998 |
| (14) | 83-88 | Memo from Lawson to Cotton dated September 29, 1998 |
| (15) | 89-97 | Memo from Lawson to Cotton dated September 14, 1998 |
| (16) | 98 | Memo from Carmichael to Cotton dated November 24, 1997 |
| (17) | 99-107 | Memo from Lawson to Cotton dated September 14, 1998 |
| (18) | 108 | Memo from Carmichael to Cotton dated December 1, 1998 |
| (19) | 109-114 | Memo from Lawson to Cotton dated September 29, 1998 |

- (20) 115-123 Memo from Lawson to Cotton dated September 14 1998
- (21) 124 Signed memo from Carmichael to Cotton dated November 24, 1997
- (22) 125-141 Stock Option Agreement
- (23) 142 Memo from Carmichael to Cotton dated December 1, 1998
- (24) 143 Team Member Bonus Plan Evaluations
- (25) 144 TRHP Quarterly Bonus Plan Evaluation dated May 6, 1999
- (26) 145 TRHP Quarterly Bonus Plan Evaluation dated March 4, 1999
- (27) 146-155 TRHP Employee Handbook excerpts
- (28) 156-165 TRHP Corporate Policy
- (29) 166 Memo from Jill Guffey
- (30) 167 Letter from Jill Guffey to Cotton dated December 10, 1998
- (31) 168-173 Memo from Pat Casey
- (32) 174-192 TRHP Organizational Charts
- (33) 193 Memo from Beverly Ludlum to Carmichael and Lawson dated May 18, 1999
- (34) 194 Memo to file from Carmichael dated April 9, 1999
- (35) 195 Memo to file from Carmichael dated May 6, 1999
- (36) 196 Memo to file from Carmichael dated May 10, 1999
- (37) 197-199 Memo by Cotton dated April 5, 1999
- (38) 200-205 Memo by Pat Casey
- (39) 206-207 Email by Cotton to Pat Casey dated April 2, 1999
- (40) 208-211 Memo to file from Carmichael dated May 12, 1999
- (41) 212-213 Memo to file from Carmichael dated April 8, 1999
- (42) 214 Memo to file dated April 9, 1999

- (43) 215 Memo of May 25, 1999
- (44) 216 Memo of May 27, 1999
- (45) 217 Talking Points with Vic
- (46) 218 Talking Points with Others
- (47) 219 Talking Points with DPW
- (48) 220 Cotton's resignation letter to Carmichael dated May 26, 1999
- (49) 221 Memo from Carmichael to Cotton dated May 13, 1999
- (50) 222-225 Memo from Carmichael to Cotton dated May 12, 1999
- (51) 226 Memo from Leslie Gelpi to Carmichael dated February 9, 1999
- (52) 227 Fax memo from Steve Handy to Leslie Gelpi dated February 4, 1999
- (53) 228-229 Letter from PNC to Uniontown Hospital dated January 28, 1999
- (54) 230-232 Letter from Uniontown Hospital to Cotton dated November 25, 1998
- (55) 233-236 Letter from Uniontown Hospital to Cotton dated October 5, 1998
- (56) 237-242 Memo by Pat Casey
- (57) 243-244 TRHP comments to UM managers by Carmichael dated April 28, 1999
- (58) 245 Memo from Carmichael to Cotton dated May 13, 1999
- (59) 246 Memo from Carmichael to everyone dated February 10, 1999
- (60) 247-248 Memo from Cotton to Lawson dated September 1, 1998
- (61) 249-250 Memo from Cotton to Jerry Hogenmiller dated July 22, 1998
- (62) 251 Letter from Jerry Hogenmiller to Carmichael dated July 22, 1998
- (63) 252 Memo to Beverly Ludlum from Cotton dated July 4, 1998
- (64) 253 Memo to Carmichael from Leslie Gelpi dated February 9, 1999
- (65) 254 Letter from PRPO, P.C. to Pa. Department of Health dated May 10, 1999

- (66) 255-256 Memo to file from Carmichael dated February 19, 1999
- (67) 257 Email to Carmichael from Cotton dated February 1, 1999
- (68) 258-259 Memo to file from Carmichael dated February 19, 1999
- (69) 260-261 Email to Carmichael and Lawson from Cotton dated February 19, 1999
- (70) 262 Memo to Carmichael from Leslie Gelpi dated February 9, 1999
- (71) 263 Fax to Leslie Gelpi from Steve Handy dated February 4, 1999
- (72) 264-266 Letter to Cotton from Steve Handy dated November 25, 1998
- (73) 267-269 Letter from Cotton to Steve Handy dated November 11, 1998
- (74) 270-273 Cotton's comments on County by County Profit and Loss Statements dated October 9, 1998
- (75) 274-275 Missing
- (76) 276 Written consent of Stock Purchase Agreement
- (77) 277 Memo to Beverly Ludlum from Carmichael dated January 29, 1998
- (78) 278-280 Cotton Compensation Analysis dated November 23, 1998
- (79) 281-298 Memo to Leslie Gelpi from Carmichael dated July 21, 1998
- (80) 299 Memo to Cotton from Carmichael dated November 24, 1997
- (81) 300-303 TRHP Medical Cost Containment Incentive Plan dated November 11, 1997
- (82) 304-309 Letter from Carmichael to Mandella
- (83) 310-311 Memo from Carmichael re: Mandella conduct
- (84) 312-313 Memo from Carmichael re: Mandella/UM Department
- (85) 314 Handwritten notes dated August 20, 1998 TC from D
- (86) 315 Letter dated August 19, 1998 from Hogenmiller to Mandella
- (87) 316 Handwritten notes dated August 18, 1998 CFD

- (88) 317 Memo from Lawson to Hogenmiller dated August 17, 1998
- (89) 318 Letter dated August 6, 1998 from Hogenmiller to Asay
- (90) 319 Handwritten notes dated August 6, 1998 - TC Casey
- (91) 320-321 Handwritten notes dated August 6, 1998 - TC Shogan
- (92) 322 Handwritten notes dated August 5, 1998 - TC from D
- (93) 323 Letter from Hogenmiller to Lawson
- (94) 324-325 Handwritten notes dated August 3, 1998
- (95) 326 Letter from Hogenmiller to Lawson dated July 27, 1998
- (96) 327 Memo dated July 23, 1998 re: TC with Danette
- (97) 328 Letter from Hogenmiller to Carmichael
- (98) 329-330 Letter dated July 22, 1998 from Cotton to Hogenmiller
- (99) 331-332 Letter dated July 22, 1998 from Cotton to Hogenmiller (with notation)
- (100) 333-334 Memo to Carmichael re: Mandella
- (101) 335 Memo from Amy Sandy re: Mandella
- (102) 336 Memo dated July 9, 1998 from Michelle Jones re: Mandella
- (103) 337 Memo from Carmichael and Cotton to Ludlum re: Mandella
- (104) 338 Letter dated July 13, 1998 from Carmichael to Cotton
- (105) 339 Handwritten notes dated July 22, 1998
- (106) 340-341 Memo dated July 24, 1998 from JHO to 10633 - harassment investigation
- (107) 342 Letter dated July 13, 1998 from Carmichael to Cotton
- (108) 343 Letter dated July 13, 1998 from Carmichael to Casey
- (109) 344-345 Letter dated July 13, 1998 from Carmichael to Mandella

- (110) 346-352 Memo dated July 29, 1998 from Hogenmiller to file re: meeting with Amy Sandy
- (111) 353-354 Statement dated July 9, 1998 from Amy Sandy re: Mandella
- (112) 355-357 Memo dated July 31, 1998 from Hogenmiller re: Meeting with Sonya Asay
- (113) 358-365 Memo dated July 30, 1998 from Hogenmiller re: Meeting with Deb Cerutti
- (114) 366 Stated dated July 24, 1998 from Debbie Cerutti re: Mandella
- (115) 367-372 Memo dated July 30, 1998 from Hogenmiller re: meeting Terry Quinn
- (116) 373-383 Memo dated July 29, 1998 from Hogenmiller re: meeting with Michele Jones
- (117) 384-385 Statement of Michele Jones dated July 9, 1998
- (118) 386-391 Memo dated July 30, 1998 from Hogenmiller re: meeting with Donna Lengel
- (119) 392-396 Memo dated July 29, 1998 from Hogenmiller re: meeting with Candy Leff
- (120) 397-402 Memo dated July 31, 1998 from Hogenmiller re: meeting with Kelly Lennon
- (121) 403-406 Memo dated July 31, 1998 from Hogenmiller re: meeting with Norman McNany
- (122) 407-408 Statement of Beverly Ludlum dated August 4, 1998
- (123) 409-427 Memos dated July 24, 1998 and July 29, 1998 from Hogenmiller re: Pat Casey
- (124) 428-429 Statement of Patricia Casey dated July 8, 1998
- (125) 430 Email from Beverly Ludlum to everyone dated July 1, 1998
- (126) 431 Letter from Carmichael to Cotton dated July 13, 1998
- (127) 432 Memo to Beverly Ludlum from Cotton
- (128) 433-434 Letter to Hogenmiller from Cotton dated July 22, 1998 (with notation - same as #331)

- (129) 435-436 Memo to Warren Carmichael re: Mandella (attachment referred to in memo not included)
- (130) 437-442 Memo dated August 17, 1998 from Hogenmiller re: meeting with Mandella
- (131) 443 Email from Mandella to Cotton (blank) dated May 20, 1998 at 8:47 a.m.
- (132) 444 Email from Mandella to Cotton (blank) dated May 20, 1998 at 12:48 p.m.
- (133) 445 Email from Cotton to Mandella (blank) dated May 20, 1998 at 12:54 p.m.
- (134) 446 Email from Mandella to Cotton (blank) dated May 20, 1998 at 12:55 p.m.
- (135) 447 Multiple emails from and to Cotton and Mandella dated May 20, 1998
- (136) 448 Email from Cotton to UM dated July 1, 1998 re: Dress for July 2, 1998 (same as #430)
- (137) 449-464 Memo dated July 15, 1998 from Hogenmiller re: Meeting with Mandella
- (138) 465-481 Memo dated July 15, 1998 from Hogenmiller re: Meeting with Mandella (with notations)
- (139) 482 Handwritten notes dated August 23, 1999 re: TF John Donovan
- (140) 483-501 Memos dated July 22, 1998 and July 23, 1998 from Hogenmiller re: meeting with Cotton
- (141) 502-503 Three Rivers UM Operating Plan dated May 11, 1999
- (142) 504 UM Organizational Chart
- (143) 505-507 Letter dated April 5, 1999 from Cotton re: Pat Casey
- (144) 508-513 Notes dated February 19, 1999 - April 5, 1999 from Pat Casey
- (145) 514-515 Memo dated April 8, 1999 from Carmichael to file re: Cotton meeting
- (146) 516-517 Handwritten notes from meeting with Cotton dated April 7, 1999
- (147) 518 Email dated February 1, 1999 from Cotton to Carmichael re: Pharmacy director
- (148) 519-520 Memo dated February 19, 1999 from Carmichael to file re: Cotton
- (149) 521 Memo dated February 9, 1999 from Gelpi to Carmichael re: Steve Handy

- (150) 522 Handwritten notes dated April 6, 1999 re: Mark Richards
- (151) 523 Handwritten notes dated April 6, 1999 re: Pat Casey
- (152) 524-526 Letter dated April 5, 1999 from Cotton re: Pat Casey
- (153) 527-532 Notes dated February 19, 1999 to April 5, 1999 from Pat Casey
- (154) 533-534 Email dated April 2, 1999 from Cotton to Casey and Asay to Sandy
- (155) 535-536 Email dated April 2, 1999 from Cotton to Casey and Asay to Sandy (same as #533-534)
- (156) 537-539 Letter dated April 5, 1999 from Cotton re: Pat Casey (same as #524-526)
- (157) 540 Memo dated April 9, 1999 from Carmichael to file re: Casey
- (158) 541 Memo dated May 6, 1999 from Carmichael to file re: Casey
- (159) 542 Memo dated May 10, 1999 from Carmichael to file re: Casey
- (160) 543 Internal memo dated May 18, 1999 from Ludlum to Carmichael
- (161) 544-547 Memo dated May 12, 1999 from Carmichael to file re: Cotton
- (162) 548-550 Letter dated April 5, 1999 from Cotton re: Casey (w/notations)
- (163) 551-556 Notes dated February 19, 1999 to April 5, 1999 from Pat Casey (with notations)
- (164) 557-558 Email dated April 2, 1999 from Cotton to Casey and Asay to Sandy (same as #533-534)
- (165) 559-560 Memo dated April 8, 1999 from Carmichael to file re: Cotton
- (166) 561 Memo dated April 9, 1999 from Carmichael to file re: Casey
- (167) 562-567 Notes dated February 19, 1999 to April 5, 1999 from Pat Casey
- (168) 568-569 Memo dated April 8, 1999 from Carmichael to file re: Cotton
- (169) 570-571 Handwritten notes dated April 7, 1999 re: meeting with Cotton
- (170) 572-656 Three Rivers Team Member Handbook

- (171) 657-694 Documents missing
- (172) 695-697 Letter dated April 5, 1999 from Cotton re: Casey (*duplicate)
- (173) 698-703 Notes dated February 19, 1999 to April 5, 1999 from Pat Casey (*duplicate)
- (174) 704-1042 TRHP Health Choice Contracts
- (175) 1043-1827 TRHP and DPW Voluntary Contract - April 1, 1997 - March 31, 1999
- (176) 1828-2702 TRHP and DPW Voluntary Contract - April 1, 1999 - March 31, 2000

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

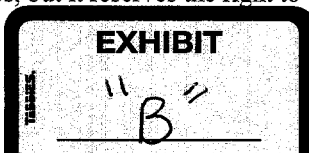
VICTOR R. COTTON,	:	
Plaintiff	:	Civil Action No. 1:CV-00-1709
	:	
v.	:	Judge Kane
	:	
THREE RIVERS HEALTH PLANS, INC.,	:	
a Corporation, and WARREN	:	
CARMICHAEL,	:	
Defendants	:	

PLAINTIFF'S LIST OF WITNESSES

Plaintiff, Victor R. Cotton, hereby discloses the following witnesses he may call at the trial of this case. ¹

1. Dr. Victor Cotton, 1350 Windham Road, Hummelstown, PA, 17036.
2. Joy Cotton, 1350 Windham Road, Hummelstown, PA, 17036.
3. Jill Guffy, address unknown at the present time.
4. Pat Casey, address unknown at the present time.
5. William Lawson, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA, 15146.
6. Dr. N. Mark Richards, Medical Director or Assistant Medical Director, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA, 15146.
7. Dr. Richard Happ, address unknown at the present time.
8. Mr. Anthony Horbal, 132 Gerry Lane, Johnstown, PA, 15904.
9. Mr. Warren Carmichael, CEO, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA, 15146.

¹ Plaintiff reserves the right to supplement this list as allowed by the applicable rules of orders of the Court. Plaintiff is disclosing all potential witnesses, but it reserves the right to elect not to call any of those listed.



10. Dr. Mary Mihalyo, Pharmacy Director, 128 Jackson Drive, Steubenville, Ohio, 42593.
11. Beverly Ludman, Human Resources, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA, 15146.
12. Donna Lenge, UM Director, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA, 15146.
13. James Hancovsky, Pharmacy Director, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA, 15146.
14. Scott Markovich, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA, 15146.
15. Louis Perry, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA, 15146.
16. Charles I. Artz, Esquire, 207 State Street, Harrisburg, PA, 17101.
17. David Thomas, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA, 15146.
18. Anna Paglia, 1035 ½ Butler Avenue, New Castle, PA, 16101.
19. Dana Barras, 248 Mabrick Avenue, #7, Pittsburgh, PA, 15228.
20. Kelly Lennon, Chislett Street, Pittsburgh, PA, 15206.
21. Amy Sandy, 525 S. Braddock Avenue, Pittsburgh, PA, 15221.
22. Deanna Braksator, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA, 15146.
23. Mark McKenna, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA, 15146.

24. Sue Yusavage, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA,
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25. Terry Quinn, 1014 Marjorie Avenue, Latrobe, PA, 15650.
26. Debra Cerutti, 685 North Avenue, Pittsburgh, PA, 15202.
27. John Donovan,
28. Diane Laurent, 442 Braisen Road, Southport, CT, 06490.
29. Lori Shields, 145 Beech Lane, Indiana, PA, 15701.
30. Nancy Klimon, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA,
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31. Denise Romero, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA,
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32. Brenda Kehler, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA,
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33. Keith Cameron, Three Rivers Health Plans, 300 Oxford Drive, Monroeville, PA,
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34. Tom Clark
35. Gary Weinstein, c/o Washington Hospital, 155 Wilson Avenue, Washington, PA,
15301.
36. Robert Mount Joy, c/o Cornerstone Care, 7 Glassworks Road, Greensboro, PA,
15338.
37. Jack Laeng, c/o Primary Health Net, 2120 Likens Lane, Carrell, PA, 16121.
38. Daniel Sacco, c/o Western Pennsylvania Hospital, 4800 Friendship Avenue,
Pittsburgh, PA, 15224.

39. Wilford Payne, c/o Alma Illery Medical Center, 7277 Hamilton Avenue,
Pittsburgh, PA, 15208.
40. Matthew Liberti, c/o Mercer County Hospital, 740 East State Street, Sharon, PA,
16146.
41. Doug Lehman, Esquire,
42. Representatives of the Federal Bureau of Investigation.
43. Representatives of the Pennsylvania Attorney General's Office.
44. Representatives of the Pennsylvania Department of Public Welfare.
45. Records custodian of Three Rivers Health Plans, 300 Oxford Drive, Monroeville,
PA, 15146.

Respectfully submitted,

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